DO 12365

AMENDMENT TO CONTRACT
CITY OF LINCOLN
ANNUAL REQUIREMENTS FOR HAZARDOUS CHEMICAL & ENVIRONMENTAL RESPONSE
BID NO. 12-313
SECOND RENEWAL

This Amendment is hereby entered into by and between **Environmental Solutions, Inc., 9144 South 147th Street, Omaha, NE 68138** (hereinafter "Contractor") and **City of Lincoln** (hereinafter "City"), for the purpose of amending the Contract dated **February 7, 2013**, under **E. O. No. 085757**, (the "Contract"), for the **Annual Requirements for Hazardous Chemical & Environmental Response, Bid No. 12-313**, which is made a part hereof by this reference.

WHEREAS, the original term of the Contract is **February 7, 2013 through February 6, 2014**, with the option to renew for three (3) additional **one (1) year terms** upon written mutual consent of both parties; and

WHEREAS, the Contract was amended by the City **E.O. 086830** on **January 27, 2014**, to renew the Contract for an additional one (1) year term from **February 7, 2014 through February 6, 2015;** and

WHEREAS, the parties wish to renew the Contract for an additional one (1) year term beginning **February 7, 2015 through February 6, 2016;** and

WHEREAS, the estimated expenditures for City Departments for the term of this renewal shall not exceed **$3,000.00** without prior approval by the City of Lincoln.

NOW, THEREFORE, IN CONSIDERATION of the mutual covenants stated herein the parties agree as follows:

1) The term of the Contract shall be from **February 7, 2015 through February 6, 2016.**
2) The estimated expenditures for City Departments for the term of this renewal shall not exceed **$3,000.00** without prior approval by the City of Lincoln.
3) All other terms of the Contract, not in conflict with this Amendment, shall remain in full force and effect.

The Parties do hereby agree to all the terms and conditions of this Amendment. This Amendment shall be binding upon the parties, their heirs, administrators, executors, legal and personal representatives, successors, and assigns.

IN WITNESS WHEREOF, the Parties do hereby execute this Amendment.

Official City Use Only

Dated this 15th day

of January 2015

Health Director

Supplier, please fill in the date and following information and mail back to our office; a faxed copy is not acceptable.

Company Name: (Please Print)	Environmental Solutions Inc
By: (Please Sign)	Jason Abbott
By: (Please Print)	Jason Abbott
Title: (Please Print)	Environmental Project MGR
Company Address: (Please Print)	9144 S. 147th St. Omaha, NE 68138
Company Phone & Fax: (Please Print))	402-896-3600 & 402-894-2444
E-Mail Address: (Please Print)	BrendaK@HeimesCorp.Com
Date: (Please Print)	12-23-14
Contact Person For: "Orders or Service" (Please Print)	Jason Abbott
Phone Number:	402-896-3600

AMENDMENT TO AGREEMENT
CITY OF LINCOLN
ANNUAL REQUIREMENTS FOR HAZARDOUS CHEMICAL & ENVIRONMENTAL RESPONSE
BID NO. 12-313
FIRST RENEWAL

This Amendment is hereby entered into on this _____ day of _____, 2013 by and between **Environmental Solutions, Inc., 9144 South 147th Street, Omaha, NE 68138** (hereinafter "Contractor") and **City of Lincoln** (hereinafter "City"), for the purpose of amending an Agreement dated **February 7, 2013**, under **E. O. No. 085767**, (the "Agreement"), for **The Annual Requirements for Hazardous Chemical & Environmental Response, Bid No. 12-313**, which is made a part hereof by this reference.

WHEREAS, the original term of the Agreement is **February 7, 2013 through February 6, 2014**, with the option to renew for three (3) additional **one (1) year terms** upon written mutual consent of both parties; and

WHEREAS, the parties wish to renew the agreement for an additional one (1) year term beginning **February 7, 2014 through February 6, 2015**; and

NOW, THEREFORE, IN CONSIDERATION of the mutual covenants stated herein the parties agree as follows:

1) The term of the Agreement shall be from **February 7, 2014 through February 6, 2015.**
2) All other terms of the Agreement, not in conflict with this Amendment, shall remain in full force and effect.

The Parties do hereby agree to all the terms and conditions of this Amendment. This Amendment shall be binding upon the parties, their heirs, administrators, executors, legal and personal representatives, successors, and assigns.

IN WITNESS WHEREOF, the Parties do hereby execute this Amendment.

Official City Use Only

Dated this 27th day of Jan. 2014. ~~2013~~

Chris Beutler, Mayor

Supplier, please fill in the date and following information and mail back to our office; a faxed copy is not acceptable.

Company Name: (PLEASE PRINT)	Environmental Solutions Inc
By: (PLEASE PRINT)	Jason Abbott
By: (PLEASE SIGN)	
Title:	Project Mgr
Company Address: (PLEASE PRINT)	9144 S 147th St Omaha NE 68138
Company Phone & Fax: (PLEASE PRINT)	402.896.3600 (f) 402.894.2444
E-Mail Address: (PLEASE PRINT)	jason@esilink.com
Date:	1/3/14

85767

CONTRACT DOCUMENTS

CITY OF LINCOLN
NEBRASKA

ANNUAL REQUIREMENTS
FOR
HAZARDOUS CHEMICAL & ENVIRONMENTAL RESPONSE
RFP BID NO. 12-313

Environmental Solutions, Inc.
9144 South 147th Street
Omaha, NE 68138
402.896.3600

CITY OF LINCOLN
CONTRACT AGREEMENT

THIS CONTRACT, made and entered into this _____ day of_____2013, by and between **Environmental Solutions, Inc., 9144 South 147th Street, Omaha, NE 68138**, hereinafter called "Contractor", and the City of Lincoln, Nebraska, a municipal corporation, hereinafter called "City".

WHEREAS, the City has caused to be prepared, in accordance with law, Specifications, Plans, and other Contract Documents for the Work herein described, and has approved and adopted said documents and has caused to be published an advertisement for and in connection with said Work, to-wit:

For providing **Annual Requirements for Hazardous Chemical & Environmental Response RFP Bid No. 12-313** and,

WHEREAS, the Contractor, in response to such advertisement, has submitted to the City, in the manner and at the time specified, a sealed Proposal/Supplier Response in accordance with the terms of said advertisement; and,

WHEREAS, the City, in the manner prescribed by law has publicly opened, read aloud, examined, and canvassed the Proposals/Supplier Responses submitted in response to such advertisement, and as a result of such canvass has determined and declared the Contractor to be the lowest responsible bidder for the said Work for the sum or sums named in the Contractor's Proposal/Supplier Responses, a copy thereof being attached to and made a part of this Contract;

NOW, THEREFORE, in consideration of the sums to be paid to the Contractor and the mutual covenants herein contained, the Contractor and the City has agreed and hereby agree as follows:

1. The Contractor agrees to (a) furnish all tools, equipment, supplies, superintendence, transportation, and other accessories, services, and facilities; (b) furnish all materials, supplies, and equipment specified to be incorporated into and form a permanent part of the complete work; (c) provide and perform all necessary labor in a substantial and workmanlike manner and in accordance with the provisions of the Contract Documents; and (d) execute and complete all Work included in and covered by the City's award of this Contract to the Contractor, such award being based on the acceptance by the City of the Contractor's Proposal, or part thereof, as follows:

   Agreement to full proposal and attachment A.

2. The City agrees to pay to the Contractor for the performance of the Work embraced in this Contract, the Contractor agrees to accept as full compensation therefore, the following sums and prices for all Work covered by and included in the Contract award and designated above, payment thereof to be made in the manner provided by the City:

   City will pay for products/service, according to the Line Item pricing as listed in Contractors Proposal/Supplier Response and, Attachment A, a copy thereof being attached to and made a part of this Contract. The City shall order on an as needed basis for the duration of the contract.

3. Equal Employment Opportunity. In connection with the carrying out of this project, the contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, ancestry, disability, age or marital status. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, national origin, ancestry, disability, age or marital status. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other compensation; and selection for training, including apprenticeship.

4. E-Verify. In accordance with Neb. Rev. Stat. 4-108 through 4-114, the contractor agrees to register with and use a federal immigration verification system, to determine the work eligibility status of new employees performing services within the state of Nebraska. A federal immigration verification system means the electronic verification of the work authorization program of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. 1324 a, otherwise known as the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee pursuant to the Immigration Reform and Control Act of 1986. The Contractor shall not discriminate against any employee or applicant for employment to be employed in the performance of this section pursuant to the requirements of state law and 8 U.S.C.A 1324b. The contractor shall require any subcontractor to comply with the provisions of this section.

5. Termination. This Contract may be terminated by the following:
   - 5.1) Termination for Convenience. Either party may terminate this Contract upon thirty (30) days written notice to the other party for any reason without penalty.
   - 5.2) Termination for Cause. The City may terminate the Contract for cause if the Contractor:
     - 5.2.1) Refuses or fails to supply the proper labor, materials and equipment necessary to provide services and/or commodities.
     - 5.2.2) Disregards Federal, State or local laws, ordinances, regulations, resolutions or orders.
     - 5.2.3) Otherwise commits a substantial breach or default of any provision of the Contract Document. In the event of a substantial breach or default the City will provide the Contractor written notice of said breach or default and allow the Contractor ten (10) days from the date of the written notice to cure such breach or default. If said breach or default is not cured within ten (10) days from the date of notice, then the contract shall terminate.

6. Independent Contractor. It is the express intent of the parties that this contract shall not create an employer-employee relationship. Employees of the Contractor shall not be deemed to be employees of the City and employees of the City shall not be deemed to be employees of the Contractor. The Contractor and the City shall be responsible to their respective employees for all salary and benefits. Neither the Contractor's employees nor the City's employees shall be entitled to any salary, wages, or benefits from the other party, including but not limited to overtime, vacation, retirement benefits, workers' compensation, sick leave or injury leave. Contractor shall also be responsible for maintaining workers' compensation insurance, unemployment insurance for its employees, and for payment of all federal, state, local and any other payroll taxes with respect to its employees' compensation.

7. Contract Term. This Contract shall be effective upon execution by both parties. The term of the Contract shall be a one (1) year term with the option to renew for three (3) additional one year terms.

8. The Contract Documents comprise the Contract, and consist of the following:
   1. Contract Agreement
   2. Accepted Proposal/Supplier Response
   3. Specifications
   4. Notice to Bidders
   5. Instructions to Bidders
   6. Insurance Requirements
   7. Sales Tax Exemption Form 13

These Contract Agreements, together with the other Contract Documents herein above mentioned, form this Contract, and they are as fully a part of the Contract as if hereto attached or herein repeated.

The Contractor and the City hereby agree that all the terms and conditions of this Contract shall be binding upon themselves, and their heirs, administrators, executors, legal and personal representatives, successors, and assigns.

IN WITNESS WHEREOF, the Contractor and the City do hereby execute this contract.

EXECUTION BY THE CITY OF LINCOLN, NEBRASKA

ATTEST: Joan E Ross
City Clerk

CITY OF LINCOLN, NEBRASKA

Mayor

Approved by Executive No. 085767

dated Feb. 7, 2013

EXECUTION BY CONTRACTOR

IF A CORPORATION:

ATTEST:
Secretary (SEAL)

Environmental Solutions Inc
Name of Corporation

9144 S 147th St, Omaha NE 68138
(Address)

By:
Duly Authorized Official

President
Legal Title of Official

IF OTHER TYPE OF ORGANIZATION:

Name of Organization

Type of Organization

(Address)

By:
Member

By:
Member

IF AN INDIVIDUAL:

Name

Address

Signature

ATTACHMENT A

Environmental Solutions Inc.

Sharon,

January 24th 2013

The Mobilization/call out fee's for scheduled, non-emergency support work for hazardous materials operations routine or prior scheduled health department activities. No additional charge for schedule work. Contract 12-313 If you have any questions please let me know.

Thanks

John Sempeck

9144 South 147th Street □ Omaha, NE 68138 □ Phone: (402) 896-3600 □ Fax 402-894-2444

City of Lincoln/Lancaster County (Lincoln Purchasing)
Supplier Response

Bid Information

Bid Creator	Sharon R. Mulder Asst Purchasing Agent
Email	smulder@lincoln.ne.gov
Phone	(402) 441-7410
Fax	(402) 441-6513
Bid Number	12-313
Title	RFP - A/R for Hazardous Chemical & Environmental Response
Bid Type	RFP
Issue Date	12/05/2012
Close Date	12/21/2012 12:00:00 PM CST
Need by Date	

Contact Information

Address	Purchasing 440 S. 8th St. Lincoln, NE 68508
Contact	Sharon R. Mulder Asst Purchasing Agent
Department	Purchasing
Building	
Floor/Room	Suite 200
Telephone	(402) 441-7428
Fax	(402) 441-6513
Email	smulder@lincoln.ne.gov

Ship to Information

Address	
Contact	
Department	
Building	
Floor/Room	
Telephone	
Fax	
Email	

Supplier Information

Company	Environmental Solutions, Inc.
Address	9144 South 147th Street Omaha, NE 68138
Contact	John Sempeck
Department	
Building	
Floor/Room	
Telephone	1 (402) 896-3600
Fax	1 (402) 894-2444
Email	johnsemp@esilink.com
Submitted	12/21/2012 7:27:21 AM CST
Total	$0.00

Signature _____

Supplier Notes

Bid Notes

Bid Activities

Bid Messages

Please review the following and respond where necessary

#	Name	Note	Response
1	Instructions to Proposers	I acknowledge reading and understanding the Instructions to Proposers.	Yes
2	Insurance Requirements	I acknowledge reading and understanding the Insurance Requirements.	Yes
3	Specifications	I acknowledge reading and understanding the specifications.	Yes
4	Contact	Name of person submitting this bid:	John Sempeck
5	Electronic Signature	Please check here for your electronic signature.	Yes

Line Items

#	Qty	UOM	Description	Response
1	1	EA	This is to notify you that RFP 12-313 for the City of Lincoln Nebraska's Hazardous Chemical & Environmental Emergency Response is available. Please prepare your written and return to our office as noted in the RFP specifications. Respond to the Attribute section of this electronic bid and submit before the closing date and time. You must enter a 0 for your response in this line item.	$0.00

Item Notes:

Supplier Notes:

Response Total: $0.00

REQUEST FOR PROPOSAL
SPECIFICATIONS
HAZARDOUS CHEMICAL AND ENVIRONMENTAL EMERGENCY RESPONSE SERVICES
RFP 12-313

1. INTENT

1.1 It is the intent of the City of Lincoln, Lancaster County, and the Lincoln-Lancaster County Health Department (LLCHD) to enter into a contract with an independent contractor for a one year period, with three (3) optional one year renewal periods, to perform, on an as needed basis, various phases of removal of materials to protect the public health and the environment and the remediation of the affected area to a specified condition (usually LLCHD, NDEQ or EPA satisfaction).

1.2 Many of the events involved are considered environmental and/or public health and safety emergency responses.

1.3 The Contractor must be trained, equipped and prepared to deal with emergency responses within the scope of 29 CFR 1910.120. and FPA 471 & 472,

1.4 This contract does not obligate LLCHD to contract for any specific service.

1.5 LLCHD may choose to perform some or all of the services related to hazardous materials releases, including but not limited to, testing, screening, containment, separation, identification, packaging, labeling, sampling, environmental clean-up and remediation, transportation, storage and disposal.

1.6 This contract is with the LLCHD **only** and **does not include** other city/county agencies such as Lincoln Fire and Rescue(LFR), Public Works, Lincoln Police Department (LPD), Lancaster Sheriff Office (LSO), Lancaster County Emergency Management (LCEM) or any Volunteer Fire and Rescue (VFR) agencies that respond in Lancaster County.

1.7 Other city/county agencies and departments **may** use this contract to perform such work if they wish, but this is **not** required under this contract.

1.8 The LLCHD, other government or quasi-government agencies and departments, and private parties, may perform various parts, portions or all of the work necessary to investigate and remediate a site.

1.9 Contractors may be required to perform services outside of Lancaster County on rare occasions when LLCHD is asked to respond in support of other local, state and federal government agencies, teams or departments.

1.10 Contractors may be required to respond and provide services for an extended period of time in multiple locations in response to disasters or other significant events.

2. SCOPE OF WORK

2.1 Services to be provided:

2.1.1 The response services include, but are not limited to, consultation, project management, site assessment, sampling, laboratory tests, short term monitoring, analytical services, site remediation, materials and contaminant removal, transportation, temporary storage and disposal of hazardous materials, hazardous wastes, special wastes and/or related solid wastes generated or managed in the performance of these services.

2.1.1.1 The Contractor shall be able to perform or shall have the resources available to perform these services.

2.1.2 Response expectation is that the Contractor shall have staff onsite within one hour to assist LLCHD.

2.1.2.1 The Contractor must be accessible on a 24 hour basis via telephone or pager.

2.1.2.2 Lack of accessibility (getting voice mail or no answer) or failure to respond (no call back to a page within 5 minutes) is grounds for LLCHD to hire another contractor to provide services for the event.

2.1.2.2.1 If subcontractors are used, any additional cost over and above the contracted equipment or labor rate shall be paid for by the contractor.

2.1.3 The Contractor will provide or arrange for all necessary equipment, supplies, transportation, and personnel necessary to complete the project in a timely fashion.

2.1.3.1 LLCHD or other city/county agencies will not pay for acquisition of new or additional equipment, nor will they lend equipment to the contractor.

2.1.4 The Contractor may subcontract for services as necessary provided these services meet the terms of this request.

2.1.4.1 Compensation for the services of these third party contractors is the sole responsibility of the Contractor.

2.1.4.2 The Contractor is responsible to assure the competency of the subcontractor personnel to perform the required services, including that all subcontractors have all necessary training, certifications and permits to perform work as required by current federal, state and local laws and regulations.

2.1.5 The services covered in this request may be for events involving either outdoor or indoor environments, in all weather conditions.

2.2 Site Responsibilities

2.2.1 In many events, Lincoln Fire and Rescue (LFR) or a Rural Fire District, law enforcement or local emergency management agency is responsible for protecting public safety by establishing the Incident Command System (ICS) or Unified Command System (UCS) including initial event control measures, delineation of the "hot zone", providing for site safety, rescuing and treating victims, and initiating evacuations and first response mitigation measures as necessary.

2.2.1.1 The Contractor and all subcontractors must function within this incident/unified command system.

2.2.1.2 In any event where the ICS/UCS is in place, services will be rendered on request to the LLCHD representative on site.

2.2.1.2.1 The contractor will normally be assigned to a LLCHD representative upon arrival. LLCHD, not the contractor, will provide advisement to the incident commander on the scene.

2.2.1.3 The Contractor will provide consulting services that focus on remedial approaches that reduce waste and the associated remediation costs that may result from the initial response.

2.2.1.4 The LLCHD emergency response team representative will then advise the members of the incident command/unified command structure as appropriate.

2.2.1.5 The Contractor **shall not have any contact** with the Incident

Commander or other agencies without the LLCHD's approval.

2.2.2 In an event where there is no Incident Command System in place the Contractor will be directed by the LLCHD emergency response team member in charge of the operations, or a LLCHD designee, at the site.

2.2.3 The LLCHD emergency response team representative shall provide the Contractor 's project manager with a signed work order and/or clean-up agreement which will include a brief description of the project.

2.2.3.1 The Contractor 's project manager will review the emergency and remediation procedures with the LLCHD emergency response team representative and dispatch any additional work crews and equipment needed.

2.2.3.2 Any amendments to the work order that may be necessary to ensure public health and safety, environmental protection or adequate cleanup and closure of the site will be provided to the Contractor in writing.

2.2.3.3 The Contractor shall provide a separate written cost estimate for any additional work to be done as the result of amending the work order.

2.2.4 A cost estimate based on project specification, bid prices and a site safety plan shall be submitted to LLCHD for review and approval before any work begins.

2.2.4.1 This shall include estimates of personnel hours, equipment, supplies, etc.

2.2.4.2 Cost overruns greater than 10% must be approved by the LLCHD.

2.3.5 In events where a responsible party has not been identified and a work order has been signed and during the course of the event a responsible party is identified, the Contractor will be expected to make every reasonable effort to collect compensation from the responsible party or their insurance carrier prior to billing LLCHD.

2.3.5.1 In the event that the contractor has made every reasonable effort to collect from the responsible party all fees owed resulting from environmental services performed in Lancaster County as directed by LLCHD in conjunction with contract specification 2.3.5 in the current RFP/Contract, and the invoice reflecting said unpaid fees ages to 120 days from the billing date, LLCHD will assume responsibility for all outstanding monies owed for costs of services directed and approved by LLCHD.

2.3.5.1.1 Soon after the date that the preceding criteria have been met, the contractor shall provide LLCHD with a revised invoice for the unpaid fees showing LLCHD as the accountable party with a copy of the original invoice that was sent to the responsible party attached as well as documentation of reasonable efforts made to collect.

2.3.5.1.2 Said invoice shall be due in 60 days from the date of receipt.

2.3.5.1.3 It shall then be the discretion of LLCHD to recover their expenditures as necessary from the original responsible party.

2.3.5.2 Reasonable efforts to recover costs, as stated in section 2.3.5 shall include filing a claim in small claims court, passing the

account over to a collections agency and/or filing liens against the responsible parties property and other assets.

2.3.5.2.1 These are only minimum efforts, the contractor is not prohibited from making efforts beyond those listed including seeking civil remedy in the court of proper jurisdiction.

2.3.5.3 If monies are collected by the contractor at a later date from the responsible party, those monies shall be paid to LLCHD in their entirety, excluding non-recoverable collection costs borne by the contractor.

2.3.5.4 The contractor shall comply with all requests made by LLCHD in LLCHD's attempts to recover expenditures from the original responsible party.

2.3.5.4.1 This request may include entering into a party in litigation against the responsible person, and provide witnesses and documentation of the events.

2.3.6 The Contractor will provide a project manager on site within one (1) hour of notification by the LLCHD, and shall provide labor and equipment on site within 90 minutes of initial notification by the LLCHD unless an extension is authorized by the LLCHD emergency response team representative.

2.3.7 Project managers shall have completed the OSHA 40 Hour Hazardous Materials Training or the NFPA equivalent plus the 8 hour OSHA or 24 hour NFPA supervisor training and be current with all required refresher courses.

2.3.7.1 The Contractor will only utilize site labor personnel who have completed the 40 hour OSHA Hazardous Materials training or the equivalent, have current recertifications, and can demonstrate competencies to LLCHD satisfaction.

2.3.7.2 The responder to this RFP must include a copy of current primary response and supervisor employee(s) certifications with their proposal.

2.3.8 The IC or the LLCHD emergency response team representative may remove any person working for the Contractor from the site if they fail to follow directives, interfere with government response agencies or operations, act in a manner that is unprofessional or fail to demonstrate competency in emergency response as required by 40 hour OSHA Hazardous Materials training or the equivalent.

2.3.9 In no case shall the Contractor or subcontractors interact with the news media regarding an event without explicit written permission of LLCHD.

2.3.10 For routine incidents, the LLCHD may authorize cleanup via the telephone without a specific written order.

2.3.10.1 In the absence of a specific written order, the Contractor will clean up the contaminated area to the degree necessary to protect the public health and the environment and to meet regulatory requirements.

2.3.10.2 Any materials removed from the site will be recycled whenever possible.

2.3.10.3 All materials and waste must be transported, managed and disposed of in accordance with federal, state and local waste regulations.

2.3.10.4 Certificates of disposal are required to be provided to LLCHD within one (1) year for hazardous waste/materials removed from the site.

2.3.10.5 Copies of bills of lading and/or load receipts for non-hazardous materials, special wastes and solid wastes and signed manifests for hazardous wastes are required to be provided to LLCHD with the bill.

2.3.10.6 Hazardous waste or suspected hazardous waste (from these sites) shall not be commingled with waste from other sites prior to waste being received at the **final** treatment/disposal facility.

2.4 Transportation and Storage of Materials and Wastes from the Site

2.4.1 The contractor shall safely transport all hazardous wastes, suspected hazardous wastes, unknown materials, and all contaminated materials, media and debris, in accordance with all DOT regulations, including but not limited to: manifests, bill of lading, placards, labels and markings; to secured facilities which have EPA/NDEQ permit/ID number(s) for storage of hazardous waste and materials (if required).

2.4.1.1 The storage facilities used for hazardous waste, suspected hazardous waste or unknowns shall have current and valid EPA TSD ID #'s or a State ID number for the state in which it is located.

2.4.1.1.1 The contractor may request an emergency storage permit from NDEQ for locations not currently permitted for storage of these types of wastes, materials or unknowns.

2.4.1.2 Revocation or suspension of these ID #'s shall be grounds for immediate termination of the contract.

2.4.1.3 Failure to have a current ID# shall be grounds for immediate termination of the contract.

2.4.1.4 LLCHD may choose to store various materials and/or wastes at government facilities, designated areas or other temporary commercial locations as approved by LLCHD.

2.4.2 The Contractor and/or their subcontractors shall transport all hazardous materials, hazardous wastes and any other regulated materials in accordance with the current U. S. Department of Transportation regulations.

2.4.2.1 Transport vehicles shall pass a DOT inspection for commercial transportation of wastes and materials.

2.4.2.2 Exemptions may be authorized in writing by the IC or designated LLCHD representative in certain rare situations.

2.4.2.3 Exemptions shall be in writing and signed by the IC or designated LLCHD representative prior to transport.

2.4.2.3.1 Copies of these written exemptions signed by the IC shall be attached to the invoice to LLCHD or immediately upon request of the LLCHD, whichever is earliest.

2.4.2.4 All transporters shall have valid NDEQ/EPA transport ID #'s or a valid ID number from another state.

2.4.2.5 All drivers that transport any quantity of hazardous materials/wastes shall have a CDL with a hazmat endorsement.

2.4.2.6 The Contractor is required to provide transport ID numbers for all transporters and subcontractors that may transport hazardous materials and/or wastes with the proposal.

2.4.2.7 Failure to comply with the above requirements shall be grounds for immediate termination of the contract.

2.4.3 The Contractor shall prepare and file all DOT shipping papers, disposal

manifests, reports and other relevant documentation in accordance with current federal, state, and local laws and regulations and shall provide copies of each to the LLCHD within 10 days of filing each document.

2.4.4 Cleaners and Liquid Waste Haulers Permit

2.4.4.1 The Contractor shall have a valid Cleaners and Liquid Waste Haulers permit as required under Lincoln Municipal Codes, issued by the LLCHD, at all times that this contract is in place.

2.3.4.2 If the contractor fails to have a valid permit during a response, the contractor shall hire an approved subcontractor with a valid cleaners and liquid waste haulers permit or the LLCHD may immediately terminate the contract and hire another contractor that is in compliance with all current local, state and federal codes, laws and regulations.

2.5 Storage of Materials.

2.5.1 The Contractor shall provide a secured, temporary storage facility, and the facility address, for containerized hazardous materials.

2.5.1.1 The temporary storage location shall be so located and secured to prevent access to and minimize the risk to the public.

2.5.1.2 The Contractor shall provide access to the facility on a 24 hour basis.

2.5.1.3 The facility must have a valid USEPA or NDEQ ID# for the storage of hazardous materials and wastes.

2.5.1.4 The compliance history of storage facilities for the last 10 years must be provided with the proposal.

2.5.1.5 New facilities that are not included with the initial proposal must be approved by the LLCHD, in writing, in advance of being used.

2.5.1.6 The temporary storage facility shall comply with all current federal, state, and local laws and regulations.

2.5.1.7 The Contractor shall permit LLCHD to inspect the Contractor's facilities at any reasonable time for the purpose of determining compliance with the provisions of the contract and with the Lincoln Municipal Code.

2.5.1.8 The contractor shall immediately comply with all written orders and instructions from any local, state or federal agency.

2.5.1.8.1 Failure to comply with such orders or instructions shall be grounds for immediate termination of the contract by LLCHD.

2.5.1.9 For buildings or other storage locations located within the corporate limits of the City of Lincoln or within the three mile area surrounding the corporate limit, the locations and buildings must comply with the Lincoln Municipal Code, building and fire ordinances enforced by the City of Lincoln Building and Safety Department, including the Bureau or Fire Prevention.

2.5.2 LLCHD may choose to store certain materials and wastes in its own hazardous materials storage facilities.

2.5.2.1 When the Contractor transports hazardous material and wastes to these facilities, the Contractor shall label and mark all materials appropriately and place materials in the facility in accordance with LLCHD storage protocols.

2.5.2.2 Materials shall be stored in UN Specification containers and properly labeled.

2.5.2.3 Non-Spec containers shall not be accepted.

2.5.2.4 The contractor shall not approach or access storage facilities, buildings or locations or access any real property, not owned by and titled to the contractor, where LLCHD storage facilities are located without authorized LLCHD staff members being on site.

2.5.2.4.1 LLCHD may allow other government departments, agencies and contractors access to and use of our facilities.

2.5.2.4.2 The contractor shall not approach facilities if other agencies or contractors are present without written authorization.

2.5.2.5 Release of information, data or any images (photos, videos, drawings, or any other method of recording) or sound(s) heard is strictly forbidden and will be grounds for immediate termination of the contract as well as legal action being taken by the government against the Contractor.

2.5.3 LLCHD may require materials transported to the storage site to be reached, either by the Contractor or LLCHD staff, into containers provided by LLCHD.

2.5.3.1 The Contractor's original container shall be returned or the LLCHD may chose to replace the contractors original container with one of similar size and condition to reduce labor charges and costs to LLCHD..

2.5.3.2 LLCHD shall pay the Contractor for containers at a rate of 10% of the normal contract purchase price for each day the container is used, up to the retail value of the container.

2.6 Disposal of Materials and Wastes

2.6.1 The Contractor shall provide disposal services for some, all or part of the hazardous materials, hazardous wastes, special wastes, and solid wastes generated in the course of the response to an event as directed by LLCHD. LLCHD shall have sole discretion to determine what wastes and materials are disposed of by the contractor and where the Contractor shall dispose of these materials and wastes.

2.6.1.1 Disposal services will include any necessary waste characterization and transportation to a State or Federally approved site in accordance with all current DOT and EPA regulations.

2.6.1.2 Manifests or bills of lading shall be used for all shipments.

2.6.1.3 Disposal facilities shall be pre-approved for disposal of materials and wastes by LLCHD.

2.6.1.4 Commingling of hazardous/special wastes, chemicals, fuels and hazardous materials shall not occur until the waste is received at the final disposal facility.

2.6.1.5 The Contractor shall be aware of all local requirements under the Lincoln Municipal Solid Wastes Code including occupations tax requirements, and shall comply with all requirements, taxes and fee's applicable under the Lincoln Municipal Code.

2.6.2 The Contractor will acquire all necessary permits required by current federal, state and local laws and regulations for disposal of all hazardous materials, hazardous wastes, special wastes, and solid wastes generated from an event.

2.6.3 The Contractor shall be responsible for all taxes, surcharges and compliance issues with the state and EPA where the interim or final storage and/or disposal of waste and materials generated by these events occur, unless these facilities are owned and/or operated by the LLCHD.

2.6.4 LLCHD may choose to use other contractors or agencies for disposal of all or part of the hazardous, special and solid wastes and hazardous and special materials generated during these response events.

2.6.5 The contractor shall dispose of all solid and special wastes generated by LLCHD responses at permitted government facilities (such as Bluff Road Landfill, North 48th Street Transfer Station and the Teresa Street

Wastewater Treatment Plant) located within Lancaster County, if those facilities can accept those wastes.

2.6.5.1 Any and all exceptions to this shall be approved in writing by LLCHD.

2.6.5.1.1 The contractor is responsible for complying with all special waste and occupation tax requirements.

2.7 Post Remediation Requirements

2.7.1 The LLCHD may inspect the project site to ensure satisfactory site clean-up.

2.7.1.1 The Contractor will be required to complete the project as specified in the clean-up work order and any amendments thereto.

2.7.2 The Contractor shall provide documentation of the project to include: itemized billing statements and invoices; shipping documents, bills of lading, hazardous waste manifests, and other documents that certify that the wastes generated by a project have been transported and disposed of in accordance with local, state, and federal law; and a signed letter stating the site was re-mediated as stated in the clean-up work order.

2.7.2.1 All documentation shall be provided to LLCHD within 45 days of the date on the work order.

2.7.2.2 Any exception to this time frame must be requested in writing, with clear justification as to why an extension should be granted.

3. GENERAL REQUIREMENTS

3.1 When providing services covered by this request, the Contractor and any subcontractors shall perform all services in compliance with local, federal, and state laws and regulations.

3.2 The Contractor shall comply with all provisions of the current Nebraska Revised Statutes 76-2301, known as the One Call Notification System Act.

3.3 The Contractor shall use a laboratory that follows EPA approved procedures for Quality Assurance/Quality Control.

3.4 The Contractor shall collect samples and analyze materials in accordance with the EPA approved methods appropriate to the physical state of the material analyzed and the potential regulatory status of the material.

3.5 The Contractor shall provide a written chain of custody procedure and follow that procedure when handling any samples.

3.6 The Contractor shall provide a written copy of their field screening/hazcat plan for unknown wastes and materials.

3.7 The Contractor shall provide LLCHD a list of wastes and materials that they are unable to accept or manage.

3.8 The Contractor shall exercise reasonable judgement in performing the contracted services and be liable for any loss incurred by the City as a result of failure to use reasonable judgement.

3.9 The Contractor shall supply all personnel, equipment, supplies and services to complete the project in accordance with the Fair Labor Standards Act.

3.10 The Contractor shall prepare a site safety and health plan for each event when required by law.

3.11 The Contractor shall use only subcontractors, TSD facilities, laboratories, transporters, disposal companies/facilities, material and equipment that conform to federal, state, or local laws to perform services.

3.11.1 The subcontractors shall have all necessary permits, licences and training required under all applicable laws and regulations.

3.11.2 All transport companies, storage and disposal facilities shall have valid State or EPA ID numbers.

3.12 All provisions as listed in the attached Insurance Clause must be met.

3.13 Upon renewal of the contract, the City of Lincoln thru LLCHD, may reasonably modify the required insurance coverage to reflect then current risk management practices in the hazardous chemical emergency response and environmental clean-up industry and underwriting practices in the insurance industry, or changes in the City of Lincoln insurance requirements.

3.14 The Contractor shall notify the LLCHD in writing within 72 hours of any warning notifications, violations, citations, or court actions, that relate to the services performed by the Contractor, all subcontractors, and any facility, described in this RFP, with details of each, received from federal, state, or local agencies or courts of law.

3.15 The Contractor shall immediately notify the LLCHD of any changes in operation which prevents the Contractor or their subcontractors from fulfilling the requirements of this contract.

4. SUBMITTAL REQUIREMENTS/PROTOCOL

4.1 Proposals must be submitted to the City of Lincoln Purchasing Department located at 440 S. 8th Street, Lincoln, NE 68508 no later than 12:00 Noon on Friday, December 21, 2012.

4.1.1 No exceptions to this deadline will be given.

4.1.2 Please provide ten (10) copies and one (1) original of your proposal on or before the date and time established for receiving proposal to:
Mrs. Sharon Mulder
Assistant Purchasing Agent
440 S. 8th St., Suite 200
Lincoln, NE 68508

4.1.3 Proposals shall be put in an envelope or container clearly marked on the exterior as containing "**Proposal for Hazardous Chemical & Environmental Emergency Response Services, RFP 12-313**".

4.2 Proposers must also complete and submit the electronic portion (Attributes and Line Item sections) of this proposal on the E-Bid system.

4.2.1 Electronic submittal must be submitted before the closing date and time of this RFP.

4.3 Proposals received after the established date and time will be rejected.

4.4 Proposals will be electronically opened, showing only the names of the individuals/firms submitting proposals.

4.5 All fees submitted as part of your proposal may be further negotiated during the negotiation process.

4.6 Proposals must remain firm for sixty (60) days from the proposal due date.

4.7 The City/County reserves the right to refuse any or all proposals and to waive technicalities in order to accept proposals that may be in the best interest of the City/County, at its sole discretion.

4.8 The City/County will short-list proposals received for interviews.

4.8.1 The City of Lincoln will contact those short-listed bidders to schedule interviews.

4.8.2 Interviews will include a formal presentation and a question and answer session.

4.8.3 The City of Lincoln will contact the selected vendor by phone after all inte interviews have been completed and the City/County has sufficient time to discuss and rank the vendors.

5. PROPOSAL OUTLINE

5.1 When submitting a proposal for services described in this Request for Proposals,

perspective contractors shall submit the following information:

5.1.1 Business Information

5.1.1.1 Business name, address, and telephone number.

5.1.1.2 Number of years the business has provided services described in this RFP.

5.1.1.3 Names and mailing addresses of all principals including parent corporations, holding companies, individual business or corporation officers, agents, subsidiaries, and persons holding equal or more than a ten percent financial interest in the business.

5.1.1.4 Former names and addresses of the business when held under any principal listed in item 5.1.1.3 above.

5.1.1.5 Dates, descriptions, final determination and issuing agency of any letters of warning, notices of violation, warning notices, citations, orders, fines or penalties, issued to your company, any subsidiaries, any prime subcontractors and any principal listed in 5.1.1.3 by any federal, state, or local governmental agency responsible for enforcement of environmental statutes, rules or regulations or any federal, state or local governmental agency responsible for enforcement of statutes, rules, or regulations relating to the safe transport, management, storage, treatment, handling and/or disposal of hazardous materials, hazardous wastes, special wastes and solid wastes, or any court action taken against the company, subsidiaries, facilities and/or prime subcontractors that involves any work specified in this contact within the last 10 years, regardless of final disposition or pending resolution.

5.1.1.6 Failure to provide information on any of the above is grounds for immediate termination of the contract or rejection of the Contractors bid.

5.2 Qualifications

5.2.1 Names of key personnel, educational background and experience of each, training certificates, professional certifications and length of service with the individual/firm.

5.2.2 Current projects of the individual/firm

5.2.3 List of completed projects over the most recent period of five (5) years for which the individual/firm was the principal professional.

5.2.3.1 Provide the name, address, and contact person with whom your business was engaged in these projects.

5.2.4 References that can be contacted by staff; include names, addresses and telephone numbers.

5.2.5 List of various specific local, state, and federal agencies with whom contractor has worked, including a point of contact.

5.2.6 Names of prime subcontractors that will be regularly used to provide services under this contract, including specialized services or equipment not owned by the contractor.

5.3 Capabilities

5.3.1 Describe in detail the capabilities of your business to meet the response time requirements described in paragraph 2.2.

5.3.1.1 Include telephone numbers, contact persons, and describe your backup system.

5.3.2 Describe the number of trained, full time workers employed that are available and their level of training.

5.3.2.1 Specify if these employees work for other subcontractors that will be hired to perform services under this contract.

5.3.3 Describe any training company employees have received in the principles of the incident command system, including training certificates.

5.3.4 Describe an incident at which company employees functioned within the incident command system.

5.3.4.1 Include the date, time, location and incident commander's name and address.

5.3.5 Describe your company's local temporary storage facility for containerized hazardous materials.

5.3.5.1 Provide photos.

5.3.5.2 Include statements about accessibility on a twenty-four hour basis, location, security and compliance with regulations as well as valid EPA ID Numbers.

5.3.5.2.1 Provide copies of documentation and photos.

5.3.5.3 Include regulatory compliance history for the past 10 years on your proposed storage locations.

5.3.6 Describe how your company intends to provide disposal services for all hazardous materials, hazardous wastes, special wastes, and solid wastes generated in the course of the response to an event.

5.3.6.1 Disposal services must include any necessary waste characterization and transportation to a State or Federally approved facility or disposal site.

5.3.6.2 Provide a list of all disposal sites that are to be used by the contractor for disposal of hazardous waste, hazardous materials, special waste or solid waste.

5.3.7 If your company uses a contract laboratory for analysis work, provide the name and address of the laboratory.

5.3.7.1 If your company has its own laboratory, describe its capabilities, procedures for quality assurance/quality control and the analytical procedures used.

5.3.8 Describe staff training and experience in collecting samples for analysis in accordance with the EPA approved methods appropriate to the physical state of the material being analyzed and the potential regulatory status of the material. Include examples of such projects, especially with government agencies, and describe the sampling services and type of materials sampled. Include a point of contact with the agency or business that you performed this work for.

5.3.8.1 Provide a copy of a sampling plan used on an incident or environmental clean-up site.

5.3.9 Provide copy of a site safety and health plan used by your company on an incident or environmental clean-up site.

5.3.10 Provide a copy of a hazcat plan used to identify unknowns on a site.

5.3.10.1 This plan shall include all steps used to classify a material.

5.3.11 Describe your company's medical monitoring program for employees engaged in hazardous materials remediation.

5.3.12 Describe what resources and equipment you would expect the LLCHD to provide when performing services described in this RFP.

5.4 Supporting Documents

5.4.1 Provide a list of equipment owned by the contractor that shows that you have the ability and resources to perform the required work.

5.4.1.1 Provide a list of equipment owned by subcontractors that is intended for use under this contract, who the subcontractor is and any signed agreements that the equipment will be available when needed for response.

5.4.2 Provide your company's written chain of custody procedure.

5.4.3 Provide evidence, such as compliance histories, that all subcontractors,

TSD facilities, laboratories, transporters, disposal companies and facilities conform to federal, state, or local laws to perform services and that they have current State or EPA ID numbers.

5.4.3.1 Provide all information required in section 5.1.1.5 involving compliance history(s) for all subcontractors.

5.4.4 Provide a statement from your insurer that you can secure required insurance.

6. ESTIMATED COSTS FOR SERVICES PROVIDED

6.1 Submit with your proposal an outline of services to be provided together with proposed cost of each service listed.

6.2 Submit all costs in a separate sealed envelope, with the original proposal, clearly marked with the individuals/firm's name and the project title noted above.

6.3 Proposals will be opened via the City/County e-bid process, showing only the names of the individuals/firms submitting proposals, not their proposed costs.

6.3.1 Cost envelopes will not be opened until the individuals/firms have been ranked (e.g. 1, 2, 3) in accordance with the selection process and procedure.

6.3.2 All costs submitted as part of your proposal may be further negotiated during the negotiation process.

7. EVALUATION CRITERIA AND CONTRACT AWARD

7.1 The award of contract will be made to the most qualified individual/firm utilizing the following criteria.

7.1.1 Understanding of the requirements of emergency response.

7.1.2 Company/Owner integrity, character, reputation, judgement and regulatory compliance history.

7.1.3 Responsiveness of the proposal to submission requirements identified in this request for proposal.

7.1.4 Relevance and suitability of the response approach and availability to meet the needs of the LLCHD.

7.1.5 Qualifications, training and expertise of the company.

7.1.6 Background experience as it directly relates to this hazardous chemical emergency response contract.

7.1.7 Record of past performance on similar projects and regulatory compliance history.

7.1.8 Comments and opinions provided by references.

7.1.9 Clarity, conciseness, and organization of the proposal.

7.1.10 Understanding of local/state/federal hazardous waste and hazardous materials regulations, including OSHA.

7.1.11 Cost Proposal

7.1.12 Any other information deemed relevant to the contract by the LLCHD,

8. TERMINATION FOR CONVENIENCE

8.1 LLCHD has the right to terminate this agreement at any time, for any reason, for LLCHD's own convenience.

8.2 If the LLCHD terminates this agreement for convenience, the LLCHD shall provide a written notice of the same to the Contractor.

8.2.1 LLCHD shall pay any non-contested charges for services performed up to the date of the termination letter.

8.2.2 Termination shall be effective 10 days after notification.

8.3 Either party has the right to terminate this agreement if the other party fails to perform as required in this agreement.

8.3.1 Termination rights under this section may be exercised only after the non-breaching party notifies the breaching party of the failure to perform in writing.

8.3.2 Termination shall be effective 10 days after notification.

8.3.2.1 Upon termination, the LLCHD shall pay the contractor for any non-contested service completed up to the date of termination.

9. INQUIRIES

9.1 Any inquiries or requests for explanation in regard to the requirements should be made promptly.

9.2 Information on the current contract and previous RFP may be found at http://www.lincoln.ne.gov/city/finance/purch/service2.htm under hazardous chemical and environmental response services.

9.3 No oral interpretation or clarifications will be given as to the meaning of any part of the Request for Proposal documents.

9.4 All inquiries regarding these specifications shall be directed via e-mail or faxed written request to Sharon Mulder (smulder@lincoln.ne.gov) or fax: (402) 441-6513.

9.5.1 These inquires and/or responses shall be distributed to prospective proposers electronically as addenda.

9.5.2 No direct contact is allowed between Vendor and other City/County staff throughout the proposal submittal process.

9.5.3 Failure to comply with this directive may result in Vendor's proposal being rejected.

COSTS to be broken down as described and included with the written proposal:

Hazardous Chemical Emergency Response

Cost for Basic Services, as outlined in proposal _____

Cost of Disposal as outlined in proposal _____

Cost of Supplies as outlined in proposal _____

Other Fees Not Listed _____

All normal reimbursable costs shall be included in the above fees.

Mobilization Charges:
Mobilization for a Level 1 event (dumping in ditch, meth lab, minor spill on road, mercury, one or two employees)
Mobilization for a Level 2 event (materials in storm drains, contaminated creek, major fuel spill, full response crew)
Mobilization for a Level 3 event (multiple casualty event, explosions, disasters, WMD Events, multiple full response crews)

Equipment::
This is a general equipment list used by most contractors during hazardous materials emergency response events. It is not required that the proposer have access to all equipment listed below.

Vehicles:

Support Trucks (pick-up size)	Per hour
Support Trucks (box vans)	Per hour
Dump Truck–single axle	Per hour
Dump Truck-tandem axle	Per hour
Dump truck-semi trailer	Per hour
Dump tuck and pup	Per hour
Roll-Off hauler truck	Per hour

Heavy Equipment:

Tractor Loader/Backhoe	Per hour
Tracked Backhoe/Excavator (include bucket and arm size)	Per hour
Tracked Dozer/Loader (include size)	Per hour
Wheeled Loader (include bucket size)	Per hour
Tracked Skid Loader	Per hour
Wheeled Skid Loader	Per hour
Jet Truck	Per hour
Wet/Dry Vac/Pump Truck	Per hour
Covered Roll-off boxes (size and cost per day)	Per day
Uncovered Roll-off boxes (size and cost per day)	Per day

Monitoring Equipment: (Must provide copies of calibration logs and indicate type of unit)

PID/HNU	Per hour
Jerome/Mercury Meter	Per hour
CN Meter	Per hour
O2 meter	Per hour
CO meter	Per hour
CO2 meter	Per hour
Explosivity meter	Per hour
4 gas meter (include gases tested for)	Per hour
4 gas/PID meter combination	Per hour
Drager Set (indicate what tubes available and cost)	Per hour

Supplies:

Air Compressors	Per hour
Steam Cleaner/Pressure Washer	Per hour
Ventilation Fans (indicate CFMs)	Per hour
Generator (indicate Kw)	Per hour
Wet Vac	Per hour
Portable lighting	Per unit hour
(Indicate new or reconditioned containers on the above)	
5 gallon pail	Per pail
12 gallon pail	Per pail
30 gallon drum (metal)	Per drum
30 gallon drum (poly)	Per drum
55 gallon drum (metal)	Per drum
55 gallon drum (poly)	Per drum
85/95 gallon steel overpack	Per overpack
85/95 gallon poly overpack	Per overpack
Yard box w/ liner	Per box
Meter box w/ liner	Per box
Vermiculite (indicate bag size)	Per bag
Perlite (indicate bag size)	Per bag
Fill dit	Per ton
Road rock	Per ton
Hidry/oil dry (indicate bag size)	Per bag
Absorbents used on surface water	Per bag
Socks/Booms (type and size/quantity)	Per foot
Spill pads (indicate type and size)	Per pad
Decontamination Solutions (indicate type)	Per gallon

PPE Costs:

½ face respirators	Per man hour
full face respirators	Per man hour
PPAR	Per man hour
Airline	Per hour
SCBA	Per man hour
Cascade System	Per hour
Tyvek suit	Per suit
Sarenex	Per suit
Level B Encapsulating	Per suit
Level A Encapsulating	Per suit

Personnel: (Costs should be per hour)

Manager (CIH/CHMM/PE/PG/CSP/REHS)	Per hour _____
Operations level	Per hour
Technician level	Per hour

Laborer		Per hour
Driver Class A CDL		Per hour
Driver Class B CDL		Per hour
Equipment Operator		Per hour
Geologist (BS/MS)		Per hour
Engineer (BS/MS)		Per hour
Industrial Hygienist		Per hour
Toxicologist		Per hour
Clerical		Per hour

Testing: (Laboratory Services)

Flash Point (up to 210 F)	Per service
Corrosivity (pH)	Per service
Reactivity (cyanide/sulfide/water)	Per service
TCLP Metals except Hg	Per service
TCLP Hg	Per service
TPH (GRO/DRO/ORO)	Per service
TCLP VOA	Per service
TCLP Semi Volatiles	Per service
TCLP Pesticide/Herbicide	Per service
TCLP Benzene	Per service
Paint Filter Test	Per service
Hazcat for transport of materials	Per service
Hazcat for disposal of materials	Per service

Disposal:

Ignitable waste (RCRA D001)	Containers 5g or less	Amount
	Containers 5g to 55g	Amount
	Bulk Liquids (vac truck)	Amount
	Aerosols	Amount
Corrosive waste (RCRA D002)	Containers 5g or less	Amount
	Containers 5g to 55g	Amount
	Bulk Liquids (vac truck)	Amount
	Aerosols	Amount
Reactive waste (RCRA D003)	Containers 5g or less	Amount
	Containers 5 to 55g	Amount
	Bulk Liquids	Amount
	Aerosols	Amount
TCLP waste (D004-D043)	Containers 5g or less	Amount
	Containers 5g to 55g	Amount
	Bulk Liquids	Amount
	Bulk Solids (per ton)	Amount
	Aerosols	Amount
Solvent waste (F & U List)	Containers 5g or less	Amount
	Containers 5g to 55g	Amount
	Bulk Liquids	Amount
	Bulk Solids	Amount
	Aerosols	Amount
Solvent waste (Non-RCRA)	Containers 5g or less	Amount
	Containers 5g to 55g	Amount
	Bulk Liquids	Amount
	Bulk Solids	Amount
	Aerosols	Amount

DOT Hazard Class Waste Disposal (per pound):

Compressed Gas Cylinders	Per lb.
Flammable Solids	Per lb.

Spontaneously Combustible	Per lb.
Dangerous When Wet	Per lb.
Oxidizers	Per lb.
Organic Peroxides	Per lb.
Toxic	Per lb.
Toxic (PIH)	Per lb.
Asbestos	Per lb.
PCBS	Per lb.
Medical Waste	Per lb.
Pathogenic Waste	Per lb.

Specific Wastes:

Gasoline	Per gallon
Diesel	Per gallon
Kerosene	Per gallon
Concrete Sealer	Per gallon
Asphalt Coat/Sealer	Per gallon
Muriatic Acid	Per gallon
Lead Acid Battery	Per Battery (Intact)
	Per Battery (smashed)
Antifreeze	Per gallon
Latex Paint	Per gallon
Oil based paint/stain	Per gallon
waste oil	Per gallon
waste paint stripper	Per gallon
Petroleum contaminated water	Per gallon
Petroleum contaminated soil	(oil, diesel) Per ton
Petroleum contaminated soil	(gas) Per ton
Pesticide contaminated water	Per gallon
Pesticide contaminated soil	Per ton